

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SPRAJ PROPERTIES LLC, *et al.*,

Plaintiffs,

v.

REGIONS BANK,

Defendant.

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Civil Action No. 3:13-CV-3472-N

FINAL JUDGMENT

By separate Order of this same date, the Court granted Plaintiff SPRAJ Properties, LLC's ("SPRAJ") motion for partial summary judgment [40]. The Court also granted in part and denied in part Defendant Regions Bank's ("Regions") amended motion for summary judgment [47]. The Court accordingly renders final judgment as follows:

1. Regions has judgment against SPRAJ and Dibon for breach of contract in the amount of \$2,572,896.94.¹ SPRAJ and Dibon are jointly and severally liable to a limited extent, as follows: Regions is entitled to collect a maximum of \$2,572,896.94; Regions has judgment against Dibon for the entire amount;

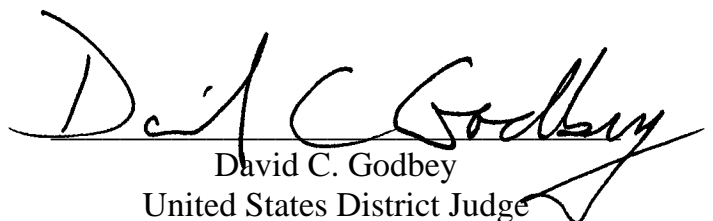
¹This amount represents the sum of the outstanding balances of the construction loan, the automobile loan, and the line of credit loan, along with the loan balance's respective per diem interest accumulated up to the date of this Final Judgment. *See* App. Regions's Am. Mot. Summ. J. 344 [49]. Neither SPRAJ, Dibon, nor Atul Nanda contested these values.

Regions has judgment jointly and severally against SPRAJ up to a maximum of \$1,269,787.55.²

2. In addition to its judgment for breach of contract, Regions has judgment jointly and severally against Atul Nanda for breach of guaranties in the amount of \$2,572,896.94.
3. Regions has judgment against SPRAJ, Dibon, and Nanda jointly and severally for its reasonable and necessary attorneys' fees and costs in the amount of \$209,713.66.
4. The above amounts will accrue post-judgment interest at a rate of .24% per annum from the date of this Final Judgment.
5. SPRAJ's objection to Regions's bankruptcy claim is remanded to the Bankruptcy Court for proceedings consistent with this Final Judgment.

SPRAJ and Nanda take nothing by their claims against Regions. Court costs are assessed against SPRAJ, Nanda, and Dibon. All relief not expressly granted is denied. This is a final judgment.

Signed May 12, 2015.


David C. Godbey
United States District Judge

²This amount represents the amount due and owing under SPRAJ's construction loan, plus the asserted per diem interest of \$178.14 accumulated up to the date of this Final Judgment. *See App. Regions's Am. Mot. Summ. J. 344.* SPRAJ did not contest these values.